



# Copyright

A Crash Course in Copyright

# Your Authorial Rights

- Know Your Contract
- SPARC Addendum
- Retain Records
- Open Access
- Creative Commons
- ORCID
- Scholarly Commons





# Why Should You Care About Copyright?

*This prevents you from contracting with multiple publishers. . . . It may also prevent you from posting to your website or IR.*

1. The Author grants and assigns to the Press the **exclusive right** during the term of copyright **to publish or cause others to publish** the Work in all forms and in all languages throughout the world.

2. The Author **authorizes the Press to secure copyright** for the Work and all subsidiary rights therein **in the name of the Press.**

*You may want the publisher to secure copyright in YOUR name.*

# Granting Rights



*So YOU don't have to rep  
permission requests.*

**14. Other Rights.** The **AUTHOR grants and assigns to the PUBLISHER** the full, sole, and exclusive **right to grant, sell or license the following rights**, with or without compensation, as it may deem proper ~~in the interest of the WORK~~: the right to **photocopy** or **digitally reproduce** the WORK; the right to **reprint** the WORK in whole or in part, including (but not limited to) reprints in mass-market editions, book club editions, serials, digests, anthologies, and/or omnibus volumes; the rights to **translation, serialization**, selection, abridgment, condensation, adaptation, and/or syndication of or from the WORK; the right to **dramatization** and/or adaptation for **performance** of the WORK in whole or in part via **radio, television, motion picture** (sight and sound), and/or public reading; the right to reproduce the WORK by **any other electronic, photographic, or mechanical means**.

*Stranger things have happened. . . .*

# Subsidiary Rights

*It's truly your own work,  
not your grad student's.*

**5. Warranty.** The Author hereby represents and agrees that she or he is the **sole author** of the Work, except of those passages that are clearly identified as quotations, and is the **exclusive owner** thereof and has the sole and exclusive **right, power and authority to make this agreement and grant**; that the Work has not heretofore been published in book form; that the Work contains no matter that is **libelous or is otherwise unlawful** or objectionable or that **infringes any proprietary right**, or that **invades the privacy** of any other person.

*You obtained  
permissions  
where needed.*

*You know what  
libel is, and you  
not doing it.*

# Warranty Clause



**6. Indemnity.** The Author agrees to **hold harmless and indemnify** the Publisher **against any suit, action, claim or recovery** (including costs, expenses, and attorney's fees) which may be made against the Publisher **alleging any violation or breach by the Author** of the representations, agreements or grants contained in this agreement and that **she or he will at his or her own expense defend against any such suit, action, claim or recovery in her or his own behalf and in behalf of the Publisher.** In any action in which the Publisher is named defendant, the Publisher shall have the right of employing or designating counsel and controlling its own defense in said action and **all costs thereof shall be borne by the Author.**

*If anyone sues, you'll cover it, not the publisher.*

# Indemnity Clause



4. You grant to the Press exclusively all publishing and proprietary rights including copyright in and to the Contribution, for production of it in all languages throughout the world, in book form and in electronic and other non-book formats for the original and all subsequent editions and printings. You **retain the right to republish the Contribution in a volume of solely your own writing or in your institutional repository**, subject only to notifying the Press of your intent to do so and ensuring that the Press as the original publisher is properly credited.

*Ask your publisher  
to add this.*

# Retaining Rights



# SPARC Addendum

- What is it?
- How do you use it?
- <https://sparcopen.org/our-work/author-rights/>



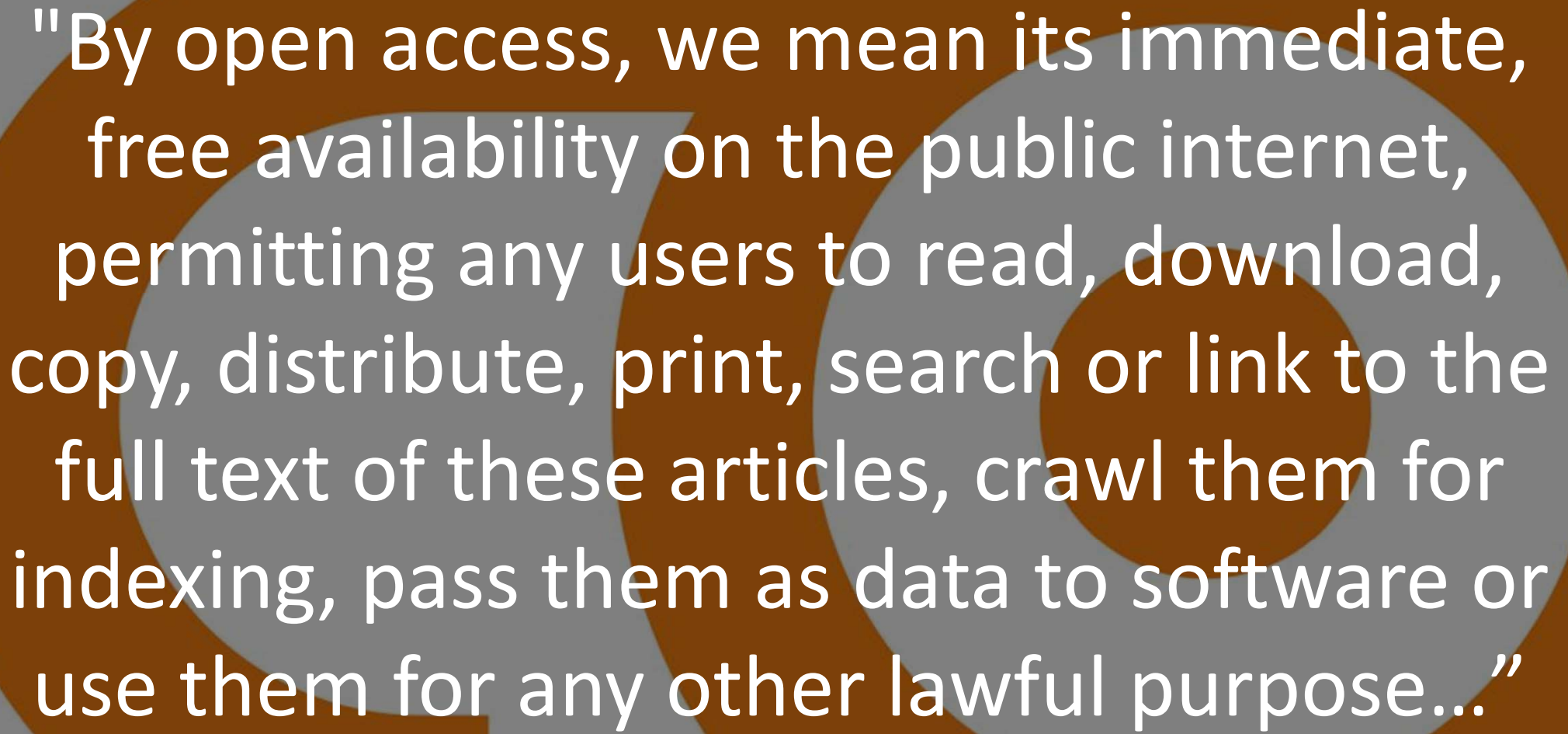
# Retaining Records

1. A Copy of Your Contract!
2. Publisher Correspondence
3. Pre-print (submitted final copy)
4. Post-print (edited, refereed copy)
5. Final proof (formatted publisher copy)



# Missing Records

- Sherpa/ROMEO,  
<http://www.sherpa.ac.uk/romeo/search.php>
- Contact Publisher
- Contact Scholarly Commons staff,  
[mgibney@pacific.edu](mailto:mgibney@pacific.edu)



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- The Budapest Open Access Initiative





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thedaringlibrarian.com



**ORCID**

<http://orcid.org/>





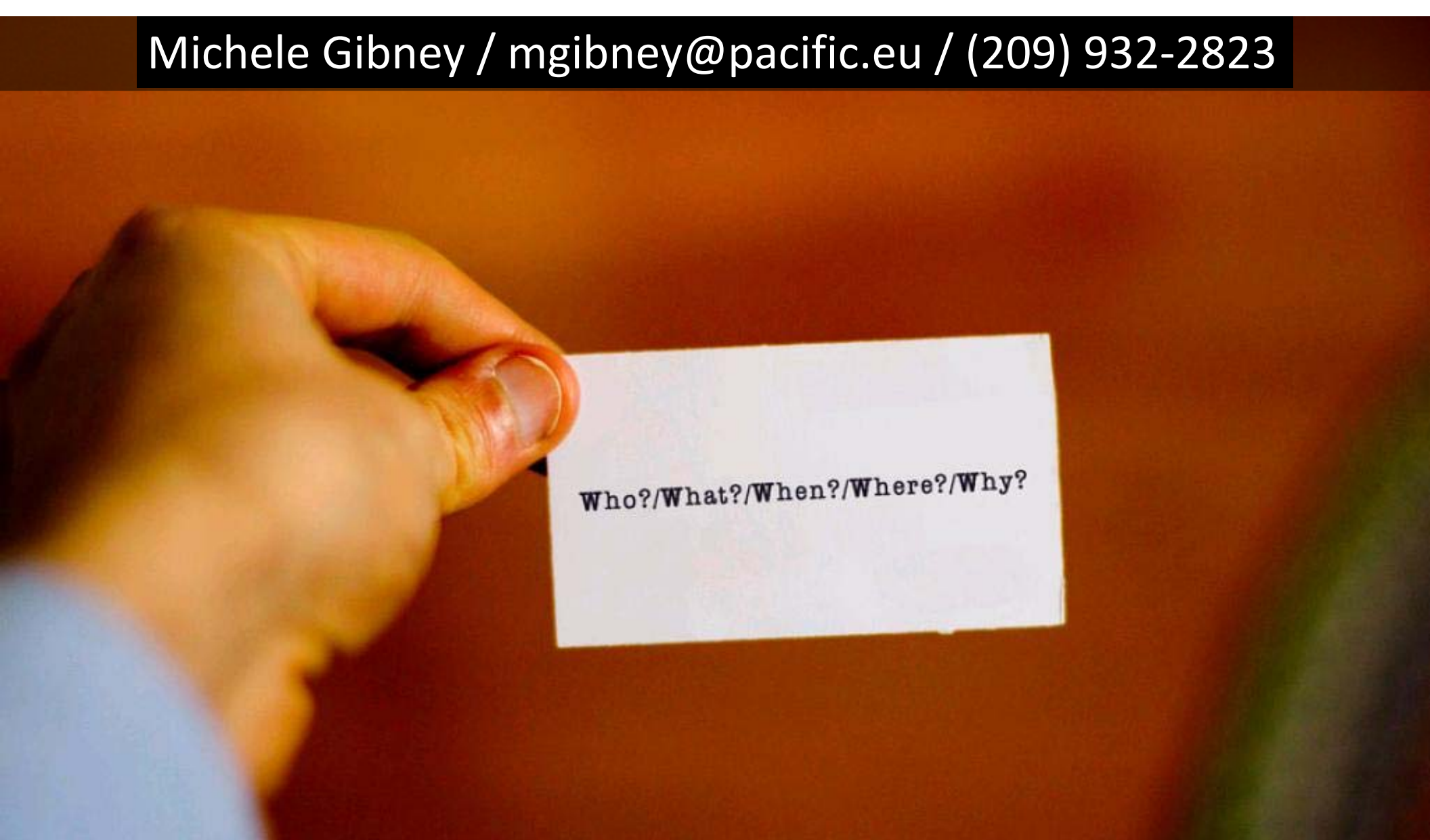
# Scholarly Commons



# Main Takeaway(s)

- Look into your rights
- Keep documentation
- Submit to the Pacific repository, Scholarly Commons
- Ask questions!



A close-up photograph of a person's hand holding a small, rectangular white card. The card is held between the thumb and index finger, with the rest of the hand visible in the background. The card has the text "Who?/What?/When?/Where?/Why?" printed on it in a black, monospaced font. The background is a solid, warm brown color.

Who?/What?/When?/Where?/Why?

# Questions?